



Alaska Department of Transportation & Public Facilities REQUEST FOR PROPOSALS PACKAGE

(Procurement per Article 3 of AS 36.30)

PART

A

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Other: N/A

ISSUING OFFICE

Agency Contact & Phone No..... : Megan Byrd (907) 269-6212 megan.byrd@alaska.gov
Contracting Division..... : State of Alaska Department of Transportation & Public Facilities, Statewide
Design & Engineering Services, Statewide Materials

PROJECT

RFP NUMBER..... : 25232037
Project Numbers-State/Federal..... : Various (Term PSA) / Various (Term PSA)
Project Site (City, Village, etc.)..... : Statewide
Project Title & Contract Description..... : Inspection, Sampling, Testing, and Engineering Services Term Agreement 2023

The Contractor shall provide inspection, sampling, testing, and engineering services for materials fabricated at the point of manufacture prior to shipment to DOT&PF projects. Services will be required primarily within the continental United States. However, services in Canada and Alaska may be required. Primarily, products destined for Alaska are fabricated in Washington; secondarily in Oregon, and occasionally in Utah, California, Montana, Arizona, Minnesota, Nebraska, Ohio, and other Western states, as well as Quebec and British Columbia, Canada. This contract will provide services for Project Managers in DOT&PF Northern, Central, and Southcoast Regions as well as Bridge Design and Marine Highways.

SCHEDULE & PAYMENT

Anticipated period for performance-Begin/End: February 2023 – February 2025 (*initial period of performance*)

Estimated amount of proposed contract:

☐ Less than \$200,000 ☐ \$200,000 to \$250,000
☐ \$250,000 to \$500,000 ☐ \$500,000 to \$1,000,000 ☒ \$1,000,000 or greater

Proposed Method(s) of Payment:

☐ Fixed Price Plus Expenses (FPPE) ☐ Firm Fixed Price (FFP) ☐ Cost Plus Fixed Fee (CPFF)
☒ Other: Various as authorized by individual NTPs

SUBMITTAL DEADLINE AND LOCATION

OFFERORS ARE RESPONSIBLE TO ASSURE DELIVERY PRIOR TO DEADLINE (2 AAC 12.250).
ONLY PROPOSALS RECEIVED PRIOR TO THE FOLLOWING DATE AND TIME WILL BE OPENED.

DATE: **November 21, 2022**

PREVAILING TIME: **4:00 PM**

HAND DELIVER ONLY DIRECTLY TO FOLLOWING LOCATION (and person, if named):

***Also see 15. Special Considerations, item 15.5**

Kathleen Bridenbaugh, PSA Unit Supervisor
Department of Transportation & Public Facilities
4111 Aviation Avenue
Anchorage, AK 99502

Email: crdotpfcontracts@alaska.gov

IMPORTANT NOTICE: If you downloaded this solicitation from the State's Website, you must self-register for the Plan Holders list to receive subsequent addenda. Failure to register may adversely affect your proposal. It is the Offeror's responsibility to ensure that he has received all addenda affecting this RFP.

SELECTION PROCEDURE

1. Competitive Sealed Proposals will be evaluated by a committee (2 AAC 12, Article 4). Evaluation of responses to criteria set forth in Part C results in a numerical score for each proposal. Each criterion in Part C has an assigned weight for this RFP which demonstrates its relative importance. The total of all weights is 100 (100%). Each one-percent weight equates to a range of 0-5 points per Evaluator. The maximum points (score) obtainable for any proposal is equal to the product of 500 multiplied by the number of Evaluators.
2. Scoring of proposals will be accomplished as follows:
 - 2.1 Each Evaluator will individually read and rate each Offeror's response to each criterion described in Part C - Section I - Technical Proposal. Ratings will be based solely on contents of proposal and in compliance with the Contracting Agency's standard Instructions for Evaluation Committee. Except as may be stated within any criterion description in Part C, a rating of "5" = Best Response from all Offerors; "4" to "1" = Progressively Less Responsive; "0" = Non-Responsive. Ratings are multiplied by the assigned weights for each criterion to obtain criteria scores.
 - 2.2 After completion of individual ratings in Part C, Section 1, Technical Proposal, the Evaluation Committee will meet to discuss proposals. Evaluators may then alter their ratings; however, any changes shall be based solely on the criteria set forth in Part C.
 - 2.3 After scoring Part C - Section I - Technical Proposal, criteria scores for Part C - Section II - Preferences, and Section III - Price (if applicable), will be calculated based on criteria descriptions.
 - 2.4 The total score for each Offeror will be obtained by summing the scores determined for each criterion in Sections I, II and III of Part C. The order of ranking for negotiations shall be as follows: highest scored Offeror will be ranked first, next highest scored second, and etcetera.
3. Evaluators may discuss factual knowledge of, and may investigate Offerors' and proposed Subcontractors' prior work experience and performance, including projects referenced in proposal, available written evaluations, etcetera, and may contact listed references or other persons knowledgeable of a Contractor's and/or a Subcontractor's past performance. Factors such as overall experience relative to the proposed contract, quality of work, control of cost, and ability to meet schedules may be addressed. If any issues of significant concern to the proposed contract are discovered, the Committee may:
 - 3.1 Provide written recommendations for consideration during contract negotiations;
 - 3.2 Conduct discussions in accordance with paragraph 4, below.
4. The Committee may decide to conduct discussions (or "interviews") with responsible Offerors whose proposals are determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements (AS 36.30.240 & 2 AAC 12.290). Offerors selected by the Committee for discussions may be permitted to submit Best and Final Offers (BAFO) for final Committee Evaluation. After discussions and any BAFOs, Evaluators will determine the final scoring and ranking for contract negotiations by evaluating written and oral responses using only the criteria set forth in Part C of this RFP (2 AAC 12.260(b)).
5. All Offerors will be advised of the Offeror selected for negotiation and, after completion of negotiations, a Notice of Intent to Award will be provided to all Offerors. If contract negotiations are unsuccessful with Offeror(s) selected for negotiation, the Contracting Agency may either cancel the solicitation or negotiate with other Offerors in the order of ranking.

NOTICES

PART

A

1. The Contracting Agency is an equal opportunity employer.
2. Copies of contract documents are available for review at the Contracting Agency's office. Offerors located outside the general vicinity of the Contracting Agency's office may telephone the Agency Contact identified on page one of this Part A for a discussion of such items.

General Conditions of the Professional Services Agreement are contained in the Small Procurement Standard Provisions Booklet, which is located on the Department's website under "Procurement."

The General Conditions are the **same** for both Competitive Sealed Proposals and Small Procurements.

3. Offerors are specifically advised that a contract shall not be in effect until a written agreement is executed by an authorized agent of the Contracting Agency. The Contracting Agency shall not be liable for any cost incurred by an Offeror in response to this solicitation, including any work done, even in good faith, prior to execution of a contract and issuance of a Notice to Proceed.
4. The Contracting Agency expressly reserves the right to waive minor informalities, negotiate changes or reject any and all proposals and to not award the proposed contract, if in its best interest. "Minor Informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Offerors (2 AAC 12.990).
5. All proposals shall be open for public inspection (AS 36.30.230) after a Notice of Intent to Award is issued. Offerors should not include proprietary information in proposals if such information should not be disclosed to the public. Any language within a submittal purporting to render all or portions of a proposal confidential will be disregarded. Proprietary information which may be provided after selection for contract negotiations will be confidential if expressly agreed to by the Contracting Agency (AS 36.30.230).
6. Substitution for any personnel named in a proposal may result in termination of negotiations.
7. If it is discovered that a selected Offeror is in arrears on taxes due the State of Alaska, a contract may not be awarded until the Alaska Department of Revenue approves the payment provisions for the contract.
8. **Offerors and proposed subcontractors shall comply with the statutory requirements for Alaska business licensing and professional registrations included in the certification statement on Page 2 of Part D in this RFP package.**
9. **PRICE COMPETITION:** Price cannot be an Evaluation Criterion in accordance with Article 3 of AS 36.30 for services that must be performed only by Architects, Engineers, Land Surveyors, or Landscape Architects (A/E, LS or LA)) licensed in the State of Alaska, UNLESS the provisions of AS 36.30.270(d) apply; i.e., unless the services required are repetitious in nature, and the nature and amount of services required are thoroughly defined by measurable and objective standards to reasonably enable firms or persons making proposals to compete with a clear understanding and interpretation of the services required. If price is a factor, a majority of the evaluation committee must be registered in Alaska to perform architectural, engineering, or land surveying services.
 - 9.1 If the services performed do not require an A/E, LS or LA, then all Offerors including any A/E, LS or LA must provide Price Proposals in accordance with AS 36.30.270(b) and 2 AAC 12.260(c).
 - 9.2 Price (or any estimate of labor hours) cannot be an Evaluation Criterion for contracts that will receive Federal-aid highway program funding per 23 CFR 172.7, and FAA Airport Improvement Program funding per AC 150/5100-14E, 2.1. For FAA exceptions: see AC 150/5100/14E, 2.4.
10. An audit of the selected Offerors' and proposed Subcontractors' cost accounting systems and business records may be required to ascertain if systems are adequate for segregating contract costs; to establish a maximum allowable Indirect Cost Rate for the Agency's negotiator; and to investigate the accuracy of proposed labor rates and unit prices. In order not to unduly delay contract negotiation or award, be prepared to submit Pre-Audit Statement, DOT&PF Form 25A257 immediately for your firm and any subcontract that may exceed \$250,000.

For contract amounts less than \$250,000, the Contracting Agency may require the Offeror and proposed Subcontractor to submit the Pre-Audit Statement if deemed necessary to determine allowable costs under Title 23 CFR requirements. If selected for negotiation, failure to submit properly completed Pre-Audit Statement(s) in a timely manner may disqualify an Offeror from further consideration. Information from Pre-Audit Statements and any Audit conducted for the Contracting Agency is considered proprietary and will be confidential.

11. Standard insurance provisions for Worker's Compensation, General and Automobile Liability, and Professional Liability are contained in DOT&PF Form 25A269, Indemnification and Insurance. Coverages may be modified under very limited circumstances. Offeror should not assume any modification of coverages.

12. Professional Liability Insurance for the proposed contract: ☐ is not required
☒ is required as shown on DOT&PF Form 25A269.

13. The proposed contract ☒ will ☐ will not be a Federally Assisted Program of the U.S. Department of Transportation. If it will be an assisted program, then the Offeror shall insert the following notification in all subcontract solicitations for bids or proposals pertinent to this RFP:

"In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, CFR, U.S. Department of Transportation (U.S. DOT), Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. DOT issued pursuant to such Act, in any Subcontract entered into pursuant to this RFP, Disadvantaged Business Enterprise firms will be afforded full opportunity to submit bids or proposals and will not be discriminated against on the grounds of race, color, sex, or national origin, in consideration for an award.

14. Pre-proposal Conference: ☒ None ☐ As follows:

15. Special Notices:

15.1 Per Alaska Statute (AS) 36.30.210(e): An Alaska Business License is required of Contractors who do business in Alaska at time of award. To qualify for the Alaska Offerors' Preference, under AS 36.30.321, an Offeror shall have a valid Alaska business license as a prerequisite to proposal. Information regarding applying for an Alaska Business License can be found on-line at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> or by calling 1-907-465-2550. The business license must be in the name of the company under which the proposal is submitted.

15.2 Effective May 8, 2015, the Department, in coordination with the U.S. Department of Transportation, adopted a Race-Neutral Disadvantaged Business Enterprise (DBE) Program for its federal-aid program. The Race-Neutral DBE program applies to federally-funded construction-related professional services solicitations, with the exception of FAA-funded projects located within the boundaries of the Department's Northern Region, which remain under a Race-Conscious DBE program.

The Department encourages contractors to utilize DBEs in all Federal-aid projects to ensure the Department meets its overall DBE Utilization Goal. All DBE participation will count towards the Race-Neutral program. If you have any questions about this notice or the Department's DBE program, please contact the Civil Rights Office at (907) 269-0851 or refer to their website <http://www.dot.alaska.gov/cvlrts/index.shtml>

15.3 The Department intends to send notices (including Notice of Intent to Negotiate, and Notice of Intent to Award) to Offerors by using the email address provided the Offeror's submitted Part D. Such delivery of an email sent by the Department is complete upon receipt in the addressee's email account. An email sent after 4:30pm shall be deemed to have occurred at the opening of business on the next working day. By submitting a response to this RFP, all Offerors consent to the use of Electronic Mail as described herein.

15.4 Interested parties are reminded that the Agency point of contact is noted on page 1 of this section, and all questions and requests for information shall be directed to this individual.

15.5 In light of the current health situation, the Department will accept an electronic (email) submission of proposals for this solicitation. Proposals should be submitted to crdotpfcontracts@alaska.gov prior to the date and time shown on page 1. Offerors are responsible to assure timely delivery, and receipt of their proposal. Offerors are cautioned that due to mailbox restrictions, we cannot receive proposals over 20MB in size. The Contracting Agency will either print out proposals in color for distribution or email a PDF to the Evaluation Committee.

15. Special Notices – cont'd:

15.6 DOT&PF intends to utilize our AASHTOWare system to generate the Bidder Registration lists. Therefore, all Contractors, Consultants, and Subconsultants must be registered in AASHTOWare and must have an AASHTOWare Vendor number. To check if your company is registered in AASHTOWare and to find your Vendor Number, visit this website: <http://dot.alaska.gov/aashtoware/awp-vendorcheck.cfm>.

If your company is not yet registered in AASHTOWare, you are encouraged to begin this multi-step process as soon as possible. Guidance is available on the DOT&PF website. <http://dot.alaska.gov/aashtoware/docs/AWP-Vendor-List-Guidance.pdf> or from the Regional Contracts Sections. Central Region contacts: Contracts Chief, Sharon Smith, (907)269-0414 or Central Region, PSA Unit Supervisor, Kathie Bridenbaugh, (907)269-0421.

15.7 Compensation under this Agreement may include various methods of cost reimbursement payment as indicated on page 1 of rfp-a, and as negotiated with the Department. The compensation terms of the Agreement (Appendix C-1) will itemize current audited indirect cost rates (IDCRs) for the firms named in the agreement. The Department of Transportation and Public Facilities Internal Review section is typically the responsible section for conducting these audits.

If the top scoring Offeror selected for negotiations does not have a current audit, they will be required to submit the necessary paperwork to DOT&PF's Internal Review section in a timely fashion. In addition, any proposed subcontractors that may receive more than \$250,000 under the proposed contract, or any proposed subcontractors who may receive more than \$250,000 cumulatively under contracts with the State, will be required to submit a complete and executed copy of the DOT&PF Form 25A257, Pre-Audit Statement, unless any such Subcontractors have been audited by the Department within the last year.

By submitting a response to this RFP, Offerors acknowledge the audit requirements and commit to furnishing all required audit information to DOT&PF's audit staff in an expedited manner as required by the Department for their entire team, including any identified subcontractors. Failure of an Offeror to satisfy this requirement for their team may result in unsuccessful contract negotiations. And, in the event contract negotiations are unsuccessful with the top ranked Offeror, the Contracting Agency may negotiate with the next ranked Offeror or cancel the solicitation.

15.8 It is the intent of the Contracting Agency to use this contract for various construction projects during its term. However, the Contracting Agency is under no obligation to award these services and reserves the right to accomplish the work by other means, including the use of in-house forces.

15.9 The initial period of performance will be for two (2) years. Although not obligated to do so, the Contracting Agency reserves the right to add three (3) additional 1-year extensions; the fifth year will be used to complete already authorized services or new work that can be reasonably expected to be completed in the same year. The initial award amount is \$3,000,000 for the first two (2) years with the option to add up to \$2,000,00 by amendment as may be required by amendment. The agreement shall not exceed \$5,000,000.

15.10 Cost Plus Fixed Fee. Interested Offerors are advised that the Contracting Agency intends to cap (fix) direct hourly rates for individuals who are compensated over \$70.00/hour for the duration of the initial contract.

15.11 Time & Expenses. Interested Offerors are advised that the Contracting Agency intends to cap (fix) billing rates over \$185.00/hour for the duration of the initial contract. Fee (profit) in the Time and Expenses Billing Rates will be limited to a maximum of 8%.

SUBMITTAL CHECKLIST

PART

B

Offeror may use left margin to check off items when completed.

An Alaska Business License is required of Contractors who do business in Alaska at time of award (AS 36.30.210(e)).

- [] 1. Offerors must carefully review this RFP Package for defects and questionable material, and become familiar with submittal requirements. Submit written comments to the address shown under "Submittal Deadline and Location" on page 1 of Part A - RFP. Substantive issues will be addressed in a written addendum to all RFP recipients on record. Failure to comply with directions may result in lower score and may eliminate a submittal from consideration. Protests based on alleged improprieties or ambiguities in a solicitation may be disallowed at the discretion of the Contracting Agency if the protest is not received in writing at least ten (10) Agency work days prior to the Submittal Deadline (AS 36.30.565).
- [] 2. Review Part A - RFP and the proposed Statement of Services and any other attached or referenced materials. If no Statement of Services is attached, telephone the Agency contact person identified on page 1 of Part A.
- [] 3. Review Part C - Evaluation Criteria. Read each criterion in light of the proposed Statement of Services. Note any project specific criteria which may have been added or any changes to standard criteria descriptions which may have been made. Be aware of the assigned weight for each criterion. If a weight is not entered for any criterion on Part C, notify the Agency contact person. Plan your proposal to address the applicable criteria. Criteria Responses shall not exceed the number of pages stated below. **Note:** If weight is applied to Criterion #11, Alaska Bidder (Offeror) Preference, that box must be checked on page 1 of Part D, rfp-d.
- [] 4. Prepare a distinct Response for each criterion that has a weight more than zero. Failure to respond directly to any criteria weighted more than zero will result in an evaluation score of zero for that criteria. Any Responses to criteria weighted zero will be disregarded. Acceptable Responses must be specific and directly related to the Contracting Agency's proposed Statement of Services. Marketing brochures, federal SF330s, marketing resumes, and other non-project specific materials will be discarded without evaluation and should not be submitted.
- [] 5. ***Each criterion Response must be titled, numbered and assembled in the order in which the criteria are listed in Part C***, so the criterion to which information applies shall be plainly evident. Material not so identified or assembled may be discarded without evaluation.

- [] 6. Price ☐ is ☒ is not an evaluation criterion for the proposed contract.

If Price is a Criterion, prepare ***Billing Rates and/or Price Proposals*** as described in Criteria #12 and/or #13.

- [] 7. Complete all entries on Part D - Proposal Form. Note the statutory requirements for Alaska business licenses and professional registrations and be sure to sign and date the Certification. Copies of licenses and registrations may be provided with submittal and will not count in the requirements of #8 below.

- [] 8. Attach Criteria Responses (***except any Billing Rates or Price Proposals***) to Part D - Proposal Form. The maximum number of attached pages (***each printed side equals one page***) for Criteria Responses shall not exceed: **Ten (10)**. Attached page limit does not include the four-page Part D - Proposal Form, or any Billing Rates or Price Proposals.

Criteria Responses shall be presented in ***8-1/2" X 11" format***, except for a minimal number of larger sheets (e.g., 11" x 17") that may be used (e.g., for schedules) if they are folded to 8-1/2" X 11" size. Large sheets will count as multiple pages at 93.5 square inches or fraction thereof per page, unless otherwise noted.

CAUTION: Criteria Responses which do not comply with the required page limit or presentation size, may result in disqualification. Further, small print or typeface that is difficult to read may negatively influence evaluation of your submittal and affect scoring for "Quality of Proposal."

CHECKLIST IS CONTINUED NEXT PAGE

[] 9. N/A

[] 10. Parts A, B and C of Form 25A270 and the proposed Statement of Services shall not be returned to the Contracting Agency. **Submittals shall consist of the following applicable items assembled as follows and in the order listed:**

[] 10.1 Completed Part D - Proposal Form (generally at least one copy with original signature) and Responses to all evaluation criteria -- **except Billing Rates, Price Proposals** – attached. Each copy shall be fastened with one staple in the upper left corner. No other form of binding shall be used and no cover and no transmittal letter will be included. **CAUTION:** Failure to comply with this instruction will negatively influence evaluation of Submittal.

[] 10.2 Number of copies of Part D (**all pages**) and Criteria Responses (**except Billing Rates, and Price Proposals**) required is: **Eight (8) if hand-delivered.**

[] 10.3 If **Billing Rates and/or Price Proposals** are required, **one copy** bound with one staple in the upper left corner separately enclosed in a sealed envelope marked on the outside to identify it as a **Billing Rates or Price Proposal** and the names of the Project and Offeror. Each **Billing Rates or Price Proposal** must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor).

[] 10.4 If Item 9, above, is completed for this RFP Package, any submittal items described therein. Unless otherwise stated, one copy only, bound appropriately.

[] 10.5 Pre-Audit Statement, DOT&PF Form 25A257, shall **not** be provided with Submittal. (See Notice #10 on page 3 of Part A - RFP.)

[] 10.6 **CAUTION:** If you replicate (other than by photocopy) Part D or any form in lieu of completing the forms provided by the Contracting Agency, provide a signed certification that lists such forms and attests that they are exact replicas of that issued by the Contracting Agency. Changed forms may result in rejection at the Contracting Agency's discretion. Any alteration – other than completion of the required entries – may be cause for rejection without recourse.

[] 11. Deliver **submittals in one sealed package** to the location and before the submittal deadline cited in Part A - RFP. **Mark the outside of the package** to identify the Project and the Offeror. Proposals must be received prior to the specified date and time. Late proposals will not be opened (2 AAC 12.250).

EVALUATION CRITERIA

Criteria with a weight of zero are not applicable and should be disregarded. If a weight is not indicated for any criterion, telephone the Agency Contact person identified at the top of page 1 of Part A - RFP.

SECTION I - TECHNICAL PROPOSAL

1. Objectives and Services

1. Weight: 10

Describe your understanding of the **objectives and challenges** of this particular contract. Do not merely duplicate the Statement of Services provided with this RFP. Indicate why you believe it would be in the Department's best interest to select your firm for this contract. Should you be awarded a contract, describe your firm's commitment to the Department to actively participate in project-specific requests for services.

2. Methods and Innovative Strategies

2. Weight: 15

Describe your approach for providing services under a term agreement and describe what, when, where, how, and in what sequence the work will be done. Address how *particular* geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors), and Project Staff might *specifically* contribute to the proposed methods. Identify the amount and type of work to be performed by any Subcontractors.

The Department's Inspection, Sampling and Testing needs are often fast-tracked. Describe your innovative strategies for accelerated response.

3. Management

3. Weight: 10

Briefly describe your proposed management structure. Response should demonstrate a management structure appropriate for this term agreement. Describe the administrative and operational structure that will be used to guide the development of projects under this term agreement. What will the lines of authority be? For any individual who would be in "responsible-charge" (reference AS 08.48) as an Architect, Engineer, Land Surveyor or Landscape Architect, so state and list his/her Alaska professional registration number. A graphic depiction is preferred in your response to this criterion. Describe how communications will be maintained between your Project Staff, the Contracting Agency, and (as applicable) any other government agencies or the public.

4. Proposed Project Staff

4. Weight: 30

Response must name the individuals to perform the following **FUNCTIONS** plus any other professional/technical functions you deem essential to perform the services:

1. Contract Management (contract compliance)
2. Project Management (single point-of-contact directly engaged in contract performance)
3. Professional Engineering*
4. Welding Engineer (Licensed Professional, Degreed, AWS Certified)
5. Welding Inspection Supervisor (ASNT NDT Level III Certified)
6. Welding Inspector (AWS CWI QC Level I Certified or Equivalent)
7. Coating Inspection Supervisor (NACE Level III Bridge Certified)
8. Coating Inspector (NACE Certified)
9. Pre-Cast Concrete Structural Member Inspector (PCI Level II QC/QA Certified)
10. Pre-Cast Concrete Sampling & Testing Technician (WAQTC or ACI Certified)
11. Materials Sampling & Testing Technician (WAQTC or ACI Certified)

*All personnel acting in responsible charge for all Architectural, Engineering, Land Surveying, and Landscape Architecture functions require an Alaska Registration and must be identified in your proposal.

Continued Next Page

Describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive **experience directly related to the proposed contract**. A response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information that may detract from the evaluation of proposal. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the proposed contract.

For each person named, identify their: employer, professional discipline or job classification and state of residency. List at least three (3) professional references (contact persons and telephone numbers) for each person.

5. Workload and Resources

5. Weight: 10

- (1) Discuss both current and potential time commitments of your proposed Project Staff to all clients. Include contracts that are in negotiations with DOT&PF.
- (2) Provide the projected workload of each firm (Offeror and Proposed Subcontractors) for all clients. A quarterly breakdown is preferred.
- (3) Provide a list and status of current contracts with the Contracting Agency in which your proposed Project Staff are participating (include all current contracts statewide with regions, divisions, etc.).
- (4) Demonstrate adequate support personnel, facilities, and other resources to provide the services required.
- (5) Briefly address capabilities for providing additional services and/or services under an accelerated schedule. Also address capacity to reassign personnel, equipment, and facilities whenever the proposed contract would not require such capabilities or was delayed.

6. Past Performance

6. Weight: 20

Response must describe previous projects where the project team provided services similar to those described in the Proposed Statement of Services. Address how the experience will help your team to perform under this contract. Provide references (contact name and phone number) for each project. Indicate which of the proposed firms and project staff were involved in each project. The State reserves the right to investigate referenced projects, contact references and research other projects on which the respondent has worked.

7. Quality of Proposal

7. Weight: 5

Offerors do not respond to this criterion. Committee members will rate this criterion based on their perception of the clarity, completeness and presentation of submittal. Note: This criterion is **NOT** used to evaluate color, graphics or other visual techniques except as they may detract from legibility.

8. N/A

8. Weight: 0

9. N/A

9. Weight: 0

SECTION II - PREFERENCES

PART

C

10. Disadvantaged Business Enterprises

49 CFR 26

10. Weight: 0

This solicitation is being conducted under the Department's Race Neutral Disadvantaged Business Enterprise (DBE) program for construction-related professional services solicitations. Therefore, there is no DBE goal for this solicitation and the criterion has a weight of zero (0).

See rfp-a, section 15. Special Notices, paragraph 15.2.

11. Alaska Bidder (Offeror) Preference

23 CFR 172.7(a)(1)(iii)(C), AC 150/5100-14E, and 2 AAC 12.260(e)

Weight shall be "0" if any federal funding, otherwise weight shall be at least "10".

11. Weight: 0

To be granted this preference:

Offeror must claim the Alaska Bidder (Offeror) Preference on page one of Part D Proposal Form. In claiming the Alaska Bidder (Offeror) Preference on page one of Part D, the Offeror is certifying that they meet the following requirements per AS 36.30.990:

- (A) Firm holds a current Alaska Business License;
- (B) Proposal is submitted under the name as appearing on the Firm's current Alaska Business License;
- (C) Firm has maintained a place of business within Alaska, staffed by the Firm or an employee of the Firm, for a period of six months immediately preceding the date of the offer;
- (D) Firm is incorporated or qualified to do business under the laws of the State of Alaska, is a sole proprietorship, and the proprietor is a resident of Alaska, is a limited liability company organized under AS 10.50 and all members are residents of Alaska, or is a partnership under AS 32.06, or AS 32.11 and all partners are residents of Alaska; and
- (E) If the Firm is a Joint Venture, it is composed entirely of entities that qualify under (A) - (D).

Alaska Bidder (Offeror) Preference will be scored: Rating x Number of Evaluators x Weight = Criterion Score.

Rating will be as follows:

An Alaska Offeror's preference (i.e., a Rating of 5) will be assigned to the proposal of an Offeror who certifies (by claiming the preference on page one of Part D) that they are an Alaska Bidder (Offeror) as described above.

No Alaska Offeror's preference (i.e., a Rating of 0) will be assigned to the proposal of an Offeror who does not certify (by failure to claim the preference on page one of Part D) that it qualifies as an Alaska Bidder (Offeror) as described above.

No narrative response to this criterion is required within the Offeror's Proposal.

SECTION III - PRICE

If price is not an Evaluation Criterion, weights for both Criterion #12 and #13 shall be "0". If price is an Evaluation Criterion, the sum of weights for Criterion #12 and #13 shall be at least "10", and all Offerors shall submit Price Proposals in the specified format(s).

See item #9, under Notices in Part A – RFP, regarding statutory and regulatory provisions about price competition and item #10.3, in Part B – Submittal Checklist, regarding procedure for submittal of Billing Rates and/or Price Proposals. Cost terminology is explained on page 2 of the Pre-Audit Statement (DOT&PF Form 25A257).

CAUTION: Submittal of Offeror's or Subcontractor's "standard" rate schedules or other pricing documents which are not in required format will be non-responsive if they do not allow direct comparison with other responsive proposals.

Rates and costs proposed by the Offeror selected for contract negotiations may be investigated for reasonableness and allowability in accordance with AS 36.30.400, .420 & .480, 2 AAC 12.550 and the contract cost principles in 48 CFR Part 31. Unsupported rates and costs may be disallowed or result in termination of negotiations, or contract award. All proposed rates and the negotiated contract rates will be public information.

12. Labor Billing Rates (Required Format)

12. Weight: 0

Provide a proposed total hourly Billing Rate (i.e., inclusive of Direct Cost of Direct Labor, all Indirect Costs, and Fee) only for each of the job **FUNCTIONS** listed below. Note: Some of these functions may be performed by one or more employees of the Offeror or Subcontractors; consequently, an individual might be billed under the contract at different rates appropriate to the functions performed. **Only the maximum rate paid to any individual for each listed job function** – regardless of employer (Offeror or Subcontractor) – **must be provided and will be considered for this response**. Rates for lower paid individuals or for other job functions, if any, will be addressed during contract negotiations.

1. Contract Management	(Estimated at	% of total labor effort)
2. Project Management	(Estimated at	% of total labor effort)
3.	(Estimated at	% of total labor effort)
4.	(Estimated at	% of total labor effort)
5.	(Estimated at	% of total labor effort)

*In accordance with the submittal Checklist ('rfp-b'), item 10.3, *Billing Rates must be signed and dated by the person who prepares it (may be different signatures for each Subcontractor)*

Response will be scored as follows: The maximum hourly rates proposed for the job functions listed above will be multiplied by the percentage of total labor effort (estimated above) and then summed to obtain an aggregate rate for each Offeror. If more than one rate is provided for any job function, only the highest rate will be used. Each Offeror's score will be calculated using the following equation – except that the **score will be zero if a rate for each listed function is not provided by an Offeror**.

$$\frac{(\text{Lowest aggregate rate from all Offerors}) \times (\text{MPP}^*)}{(\text{Offeror's aggregate rate})} = \text{Offeror's Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), aggregate rates shall be reduced for the above calculation by the following applicable percentages when the rates are from Offerors that **designate preferences on page one of Part D**.

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.175] (maximum \$5000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.170(c)] 15%
- DISABLED SOLE PROPRIETOR OR 50% DISABLED EMPLOYEES [AS 36.30.170(e & f)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

13. Total Price Proposal (Required Format)**13. Weight: 0**

Provide proposed costs for all labor, subcontracts, equipment, expenses, etc., and a proposed amount for Fee. Submit a separate price proposal in the following format for the Offeror and for each Subcontract (first, second, third tier, etc.) that may exceed \$25,000. Each price proposal must be signed and dated by the person who prepares it. Note that the PRICES of the next lower tier subcontracts must be listed as COSTS in Item #4 (Other Direct Costs) of the price proposal for the next higher tier contractor so that the price of all subcontracts "roll-up" into the Offeror's total price proposal.

1. Show project title, project number, and Offeror or Subcontractor Name.
2. **Direct Costs of Direct Labor (DCDL)**
Show the estimated costs for each job classification of employees proposed for the contract. List under the following headings. Names required only for key staff and/or persons in "responsible-charge" (Ref: AS 08.48). **Hourly Rates must not include Indirect Costs or Fee.**

Job Classification	Name	Total Hours	Rate(\$/hr)	Proposed Costs (\$)
				Total DCDL: \$ _____
3. **Indirect Costs (IDC)**
These costs include what are generally referred to as 1) Fringe Benefits and 2) Overhead (including direct and indirect costs of Indirect Labor). Show the Proposed IDC Rate as a percentage of Direct Costs of Direct Labor and the product (IDC Amount) of that Rate multiplied by the total DCDL.
IDC Rate: _____ % IDC Amount: \$ _____
4. **Other Direct Costs (ODC)**
These costs include: subcontracts, equipment (company owned or rented), and reimbursable expenses (e.g., transportation, food and lodging, reproduction) – if not included in Indirect Costs. List proposed costs under the following headings. If multiples of an item required, list the proposed quantity, unit rate, and total cost for each. **Costs must be based on actual costs to the offeror or the subcontractor, without any profit or other markup.**

Item	Quantity	Cost (\$/Unit)	Proposed Costs (\$)
			Total ODC: \$ _____
5. **Total Proposed Cost**
Sum of DCDL + IDC + ODC
Total Cost: \$ _____
6. **Proposed Fee**
List a proposed amount (Contract Fee is generally negotiated using a structured Fee analysis of proposed costs).
Proposed Fee: \$ _____
7. **Total Proposed Price**
Sum of Total Proposed Cost plus Proposed FEE.
Total Price: \$ _____
8. *In accordance with the Submittal Checklist ('rfp-b'), item 10.3, Price Proposals must be signed and dated by the person who prepares it (may be a different signature for each subcontractor).*

Response will be scored as follows:
$$\frac{(\text{Lowest Total Proposed Price}) \times (\text{MPP*})}{(\text{Offeror's Total Proposed Price})} = \text{Criterion Score}$$

*MPP = Maximum Possible Points = (5) x (Number of Evaluators) x (Weight)

If no federal funding, then per AS 36.30.250(b), total price shall be reduced for the above calculation by the following applicable percentages when the prices are from Offerors **designate preferences on page one of Part D.**

- ALASKA BIDDER (OFFEROR) PREFERENCE [2 AAC 12.260(d)] 5%
- ALASKA VETERAN-OWNED BUSINESS PREFERENCE [AS 36.30.321(f)] (maximum \$5,000) 5%
- and only ONE of the following:
- EMPLOYMENT PROGRAM PREFERENCE [AS 36.30.321(b)] 15%
- DISABLED SOLE PROPRIETOR [AS 36.30.321(d) / (k)] 10%

To claim employment or disabled preference, Offeror must be on the appropriate Alaska Division of Vocational Rehabilitation list at the time designated for opening (i.e., receipt) of proposals.

PART

D

Project Numbers-State/Federal: Various (Term PSA) / Various (Term PSA)
Project Title: Inspection, Sampling, Testing, & Engineering Services
Term Agreement 2023
RFP No.: 25232037

Contractor :
 Street :
 P.O. Box..... :
 City, State, Zip :
 Alaska Business License Number :
 Federal Tax Identification No..... :
 DOT&PF DBE Certification No. (if any) :
 Individual(s) to sign contract..... :
 Title(s)..... :
 Type of business enterprise (check one)..... : [] Corporation in the state of...
 [] Individual [] Partnership [] Other(specify)..... :

Check the applicable preferences that you claim for the proposed contract (reference Criteria 11, 12 & 13 in Part C):
☐ Alaska Bidder (Offeror) **AND>>** ☐ Veterans **AND>>** ☐ Employment Program or ☐ Disabled Persons

<u>Service, Equipment, etc.</u>	<u>Subcontractor & Office Location</u>	AK Business License No.	DOT&PF DBE Certification No.
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I certify: that I am a duly authorized representative of the Contractor; that this Submittal accurately represents capabilities of the Contractor and Subcontractors identified herein for providing the services indicated; and that the requirements of the Certifications on page 2 and 3 of this Part D for 1) Alaska Licenses/Registrations, 2) Insurance, 3) Federal-Aid Contracts exceeding \$100,000, 4) Cost and Pricing Data, 5) Trade Restrictions/Suspension/Debarment, 6) Foreign Contracting, 7) DBE Commitment, and 8) Former Public Officer – will be complied with in full. These Certifications are material representations of fact upon which reliance will be placed if the proposed contract is awarded. Failure to comply with these Certifications is a fraudulent act. The Contracting Agency is hereby authorized to request any entity identified in this proposal to furnish information deemed necessary to verify the reputation and capabilities of the Contractor and Subcontractors. This proposal is valid for at least ninety (90) days.

Signature : _____
 Name : _____ Date: _____
 Title : _____ Telephone (voice): _____
 _____ (fax): _____
 _____ Email Address: _____

CERTIFICATION FOR ALASKA BUSINESS LICENSES AND REGISTRATIONS

Contractor and all Subcontractors shall comply with the following applicable requirements of Alaska Statutes:

1. **Alaska Business License** (Form 08-070 issued under AS 43.70) at the time contract is awarded as required by AS 36.30.210(e) for Contractor and all Subcontractors. In accordance with Administrative Manual, Section 81.120, proof of application for an Alaska Business license will satisfy this requirement. Per AAM 81.120, acceptable evidence that the offeror possesses a valid Alaska business license consists of any one of the following:
 - a. Copy of the Alaska business license.
 - b. A canceled check that demonstrates payment for the Alaska business license fee.
 - c. A copy of the Alaska business license application with a receipt stamp from the State's business license office.
 - d. A sworn notarized affidavit that the bidder/offeror applied and paid for the Alaska business license.
 - e. Other forms of evidence acceptable to the Department of Law.
2. **Certificate of Registration** for each individual to be in "responsible charge" (AS 08.48.341(11-14)) for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.211) issued prior to submittal of proposal. Associates, consultants, or specialists under the supervision of a registered individual in "responsible charge" are exempt from registration requirements (AS 08.48.331).
3. **Certificate of Authorization for Corporations, Limited Liability Companies, and Limited Liability Partnerships** for Contractors and Subcontractors for Architecture, Engineering, Land Surveying, or Landscape Architecture (Form 08-2407 issued under AS 08.48.241). Entities offering to provide Architectural, Engineering or Land Surveying services do not need to be registered for such disciplines at the time proposal is submitted provided they obtain registration prior to contract award (AS 08.48.241).
4. **Certificate of Incorporation** (Alaska firms) or **Certificate of Authorization for Foreign Firm** ("Out-of-State" firms). All corporations, regardless of type of services provided, must have one of the certificates (AS 10.06.218 and other sections of Title 10.06 - Alaska Corporations Code).
5. **Current Board of Director's Resolution** for incorporated Contractors and incorporated Subcontractors for Architecture, Engineering, Land Surveying or Landscape Architecture (reference AS 08.48.241) that names the person(s) designated in "responsible charge" for each discipline. Such persons shall be licensed in Alaska and shall participate as project staff in the Contract/Subcontracts.
6. **All partners** in a Partnership to provide Architectural, Engineering, Land Surveying, or Landscape Architecture **must be legally registered in Alaska** prior to submittal of proposal for at least one of those disciplines (AS 08.48.251) which the Partnership offers.
7. **Joint Ventures**, regardless of type of services provided, must be licensed/registered in the legal name of the Joint Venture as used in this proposal (AS 43.70.020 and 43.70.110(4)).
8. **Contracts for Architecture, Engineering, Land Surveying, or Landscape Architecture** may not be awarded to individuals, corporations or partnerships not in compliance, respectively, with the provisions of paragraph 2, 3, and 6, above (AS 36.90.100).

For information about licensing, Offerors may contact the Alaska Department of Commerce, Community, and Economic Development, Division of Corporations, Business and Professional Licensing at P.O. Box 110806, Juneau, AK 99811-0806, or at Telephone (907) 465-2550, or at Internet address: <https://www.commerce.alaska.gov/web/cbpl>

CERTIFICATION FOR INSURANCE

Contractor will ensure that it and all Subcontractors have insurance coverage to effectuate the requirements of DOT&PF Form 25A269, Indemnification and Insurance.

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000

The individual signing this proposal certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

This certification is a material representation of fact upon which reliance will be placed if the proposed contract is awarded. Submission of this certification is a prerequisite for making or entering into the proposed contract imposed by Section 1352, Title 31, U.S. Code. The Contractor also agrees by submitting this proposal that Contractor shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such Subcontractors shall certify and disclose accordingly.

CERTIFICATION – COST AND PRICING DATA

In accordance with AS 36.30.400, any cost and pricing data submitted herewith, or in any future price proposals for the proposed contract, will be accurate, complete and current as of the date submitted and will continue to be accurate and complete during the performance of the contract, if awarded.

The Contractor certifies that all costs submitted in a current or future price proposal are allowable in accordance with the cost principles of the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR), Part 31 and that the price proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31. In addition, all known material transactions or events that have occurred affecting the firm's ownership, organization and indirect costs rates have been disclosed.

CERTIFICATION – TRADE RESTRICTIONS AND SUSPENSION AND DEBARMENT

The individual signing this proposal certifies to the best of his or her knowledge that the Contractor and any subcontractors are in compliance with DOT&PF 25A262 Appendix A, General Conditions, Article A25 and Article A26.

CERTIFICATION - FOREIGN CONTRACTING

By signature on this solicitation, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. If the offeror cannot certify that all work is being performed in the United States, the offeror must contact the Contracts Officer to request a waiver at least 10 days prior to proposal deadline. The offeror must provide with their submission a detailed description of the portion of work being performed outside the United States, where, by whom, and the reason the waiver is necessary. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

CERTIFICATION – DBE COMMITMENT

For federal-aid projects with DBE goals: if the Contractor submits a utilization report that proposes to use certified DBE's in the performance of work, the Contractor certifies that every effort will be made to meet or exceed the proposed percentage.

In addition, the Contractor certifies that a Consultant Registration form shall be submitted to the DBE/Civil Rights Office for their firm and each subconsultant prior to award.

CERTIFICATION – FORMER PUBLIC OFFICER

Any proposer listing as a member of the proposer's team a current public officer or a former public officer who has left state service within the past two years must submit a sworn statement from that individual that the Alaska Executive Branch Ethics Act does not prohibit his or her participation in this project. If a proposer fails to submit a required statement, the proposal may be deemed nonresponsive or nonresponsible, and rejected, depending upon the materiality of the individual's proposed position.

The Ethics Act bars a public officer who leaves State service from representing, advising or assisting a person for compensation regarding a matter –

that was under consideration by the administrative unit in which the officer served, and in which the officer participated personally and substantially through the exercise of official action,

for two years after leaving state service. See AS 39.52.180(a). "Public officer" includes a state employee, a member of a state board and commission, and a trustee of the Exxon Valdez Oil Spill Trust. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action or inaction. Possible remedies for violating the bar include penalties against the former public officer and voiding the state grant, contract or lease in which the former public officer is involved.

Additionally, former public officers may not disclose or use information acquired in the course of their official duties that could in any way result in a benefit to the former public officers or their families, if the information has not been disseminated to the public or is confidential by law, without appropriate authorization. See AS 39.52.140.

Each current or former public officer is responsible for determining whether he or she may serve in the listed capacity on this project without violating the Ethics Act. A form that a former public officer may use to certify their eligibility is attached. Current public officers may seek advice from their designated ethics supervisors concerning the scope and application of the Ethics Act. Former public officers may, in writing, request advice from the Office of the Attorney General, Ethics Attorney concerning the application of the Ethics Act to their participation in this project. It is the responsibility of the individual and the proposer to seek resolution in a timely manner of any question concerning the individual's eligibility.

PRE-AUDIT STATEMENT

(Confidential when completed)

Submit this form, completed and with required attachments, **only** if specifically requested, and **only** to the following address: DOT&PF, Attn: Office of Internal Review, PO Box 196900, Anchorage, AK 99519-6900 OR to fax number: (907) 269-0733. Confidentiality may not be ensured if delivered otherwise.

Evaluation of this statement may preclude the necessity for a comprehensive on-site audit of Contractor's records. Entries may be handwritten, if legible.

1. Identify your financial year including beginning and ending dates.....:
2. List your actual costs, by the following categories, for your most recently ended fiscal year. Cost Terminology is defined on the reverse.
 - 2a. Direct Labor \$
 - 2b. Attach a Trial Balance with grouping of accounts used to arrive at the following Indirect Cost amounts:
Fringe Benefits\$
General & Administrative Expenses.....\$

Sum..... \$
 - 2c. Indirect Cost Rate (Sum of 2b / 2a)..... Percent (%):
3. If your records have been audited within the last two years by a government agency, attach a copy of the Audit Report.
4. Attach copies of your most recent Internal and Audited (if performed by other than the Contracting Agency) Financial Statements.
5. Are your accounting methods for recording contract costs based on a job or project identified cost system?
[] Yes [] No If your response is "No", attach an explanation of your project cost accounting system.
6. If you charge projects based on unit rates (e.g.: for computer time, laboratory tests, copies or equipment use, etc.) attach a list of such items and unit rates.
7. Do you offset revenue received from unit rate payments against the applicable Indirect Cost Accounts?
[] Yes [] No

If you have questions concerning this document, please telephone our Auditors at (907) 269-0715.

CERTIFICATION

I certify that I am a duly authorized representative of the Contractor and that information and materials enclosed within this statement accurately represent financial records of the office listed below.

Signature: _____	Date: _____
Name: _____	Telephone: _____
Title: _____	Fax: _____
Contractor: _____	Email: _____

Office Address for which this Submittal is made:

Address where Accounting Records are maintained,
if not at Office Address:

Street: _____	:
P.O. Box: _____	:
City, State, Zip: _____	:

COST TERMINOLOGY

DIRECT LABOR - Base salary or wages paid to employees charged directly to contracts or projects.

OTHER DIRECT COSTS - Actual costs of other than Direct Labor. Some examples of Other Direct Costs are subcontracts, equipment (company owned or rented), unit rate items and reimbursable expenses (travel, computer charges, reproduction, etc.).

INDIRECT COST RATE - A computed rate developed by adding all of a firm's general and administrative costs, and all other indirect costs, then dividing by a base value, usually direct labor dollars to get a percentage. This rate is normally compiled based on the consultant's applicable fiscal year.

INDIRECT COSTS - Indirect costs consist of allowable expenses which, because of their incurrence for common or joint cost objectives, must be prorated (allocated) to jobs or contracts using a specified Indirect Cost Rate. A cost objective is a function, organizational subdivision, contract, project or work unit for which cost data is accumulated under the Contractor's accounting system. Generally, Indirect Costs are segregated into the following categories: Fringe Benefits and General & Administrative Expenses .

Fringe Benefits - Costs for items such as:

Workers' Compensation Insurance	Vacation Time and Authorized Leave
Deferred Compensation/Retirement Plans	Social Security and Unemployment Taxes
	Group Medical Plan and Life Insurance Premiums

Overhead costs for items such as the following, if they are not included in Direct Costs:

Indirect Labor (Supervisory, Administrative, etc.)	Office Supplies
Travel, Food and Lodging	Communications
Maintenance and Depreciation of Equipment/Computers	Reproduction Costs
Business Insurance Premiums Not Billed to Clients	Recruiting Expense
Rent, Heat, Power, Light and Janitorial Services	Rentals of Equipment/Computers

UN-ALLOWABLE COSTS - Costs for the following items and certain other costs defined in 48 CFR Part 31 and related regulations are not allowable. Such costs shall not be included as Indirect Costs or in the calculation of the Indirect Cost Rate.

Alcoholic Beverages	Organization Costs
Advertising	Lobbying Costs
Interest and Other Financial Costs	Bad Debts
Contributions and Donations	Fines and Penalties
Federal Income Taxes	Entertainment
Goodwill	Keyman Insurance

NOTE: IF YOUR ACCOUNTING SYSTEM WHOLLY OR PARTIALLY ALLOCATES INDIRECT COSTS ON OTHER THAN A DIRECT LABOR BASIS, ATTACH A DESCRIPTION OF THE COST POOLS OR SERVICE CENTERS YOU USE AND IDENTIFY THE INDIRECT COSTS RATE(S) AND BASE(S).

INDEMNIFICATION AND INSURANCE

Appendix D in Professional Services Agreements

IRIS Program No: Various (Term PSA)
Federal Project No: Various (Term PSA)
Date Prepared: 10/31/2022

CONTRACTOR shall include the provisions of this form in all subcontracts that exceed \$25,000 and shall ensure Subcontractor's compliance with such provisions.

ARTICLE D1 INDEMNIFICATION

D1.1 The CONTRACTOR shall indemnify, hold harmless, and defend the CONTRACTING AGENCY from and against any claim of, or liability for negligent acts, errors or omissions of the CONTRACTOR under this Agreement. The CONTRACTOR shall not be required to indemnify the CONTRACTING AGENCY for a claim of, or liability for, the independent negligence of the CONTRACTING AGENCY. If there is a claim of, or liability for, the joint negligent error or omission of the CONTRACTOR and the independent negligence of the CONTRACTING AGENCY, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CONTRACTOR" and "CONTRACTING AGENCY", as used within this article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "Independent Negligence" is negligence other than in the CONTRACTING AGENCY's selection, administration, monitoring, or controlling of the CONTRACTOR and in approving or accepting the CONTRACTOR's Work.

D1.2 The CONTRACTOR shall exercise that degree of skill, care and judgment commensurate with the professional standards for the services of a similar nature. When such standards are in dispute, they shall be established by a panel of three qualified, impartial professionals objectively selected and appointed by the Appeals Officer.

D1.3 The CONTRACTOR shall correct, through re-performance at its expense, any services which are deficient or defective because of the CONTRACTOR's failure to perform said services in accordance with professional standards, provided the CONTRACTING AGENCY has notified the CONTRACTOR in writing within a reasonable time, not to exceed 60 days, of the discovery of any such deficiency during the performance of the services and within 12 months of the date of final payment under this Agreement.

ARTICLE D2 INSURANCE

D2.1 Without limiting the CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall purchase at its own expense and maintain in force at all

times for the duration of this Agreement, plus one year following the date of final payment, the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CONTRACTOR's policy contains higher limits, the CONTRACTING AGENCY shall be entitled to coverage to the extent of such higher limits. Certificates of insurance must be furnished to the CONTRACTING AGENCY and incorporated into this Agreement with copies attached to this document. Certificates must provide for the CONTRACTING AGENCY to receive notice of any policy cancellation or reduction per AS 21.36 Sections 210-310. Failure to furnish certificates of insurance or lapse of the policy is a material breach and grounds for termination of the CONTRACTOR's services and may preclude other Agreements between the CONTRACTOR and the CONTRACTING AGENCY.

D2.1.1 Worker's Compensation Insurance: The CONTRACTOR shall provide and maintain, for all employees engaged in work under this Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal USL&H and Jones Act requirements. The policy(s) must waive subrogation against the State of Alaska.

D2.1.2 Commercial General Liability Insurance: Such policy shall have **minimum** coverage limits of \$300,000 combined single limit per occurrence, covering all business premises and operations used by the Contractor in the performance of services under this agreement. The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the CONTRACTING AGENCY.

D2.1.3 Comprehensive Automobile Liability Insurance: Such policy shall have **minimum** coverage of \$300,000 combined single limit per occurrence covering all vehicles used by the Contractor in the performance of services under this agreement.

D2.1.4 Professional Liability (E&O) Insurance: Covering all negligent errors or omissions, and negligent acts, which the CONTRACTOR, Subcontractor or anyone directly or indirectly employed by them, make in the performance of this Agreement which result in financial loss to the State of Alaska. Limits required are per the following schedule:

MINIMUM LIMITS OF E&O INSURANCE

Contract Amount	Combined Single Limit, Per Occurrence & Annual Aggregate
Under \$25,000	As Available
\$25,000 to \$100,000	\$300,000
\$100,000 to \$499,999	\$500,000
\$500,000 to \$999,000	\$1,000,000
\$1,000,000 and over	Negotiable

D2.1.5 Professional Liability Insurance required for this Agreement is \$1,000,000 Minimum

ARTICLE D3**MODIFICATION OF INSURANCE REQUIREMENTS**

(Article D3 is completed only when some of the standard insurance coverages are not applicable.)

CONTRACTOR RELATED MODIFICATIONS

- D3.1 ☐ **Workers Compensation Insurance** is not required because the CONTRACTOR is an Independent Contractor, Sole Proprietor or Self-Employed Person having no employees in any sense of AS 23.30.045.
- D3.2 ☐ **Comprehensive or Commercial General Liability Insurance** is not required because the general public and clients do not have any business access to a place of business or home office maintained by the CONTRACTOR.
- D3.3 ☐ **Comprehensive Automobile Liability Insurance** is not required because only public transportation, or a rented passenger vehicle with business use insurance, will be used to accomplish requirements of this Agreement.

PROJECT RELATED MODIFICATIONS FOR E&O COVERAGE

When services may apply to fire, life safety or structural aspects and/or wherever the services should safeguard life, limb, health or property, Professional Liability Insurance shall be required.

(E&O Coverage may be waived only if it was specifically not required within the solicitation for proposals.)

- D3.4 ☐ **Professional Liability (E&O) Insurance** is not required because: 1) the CONTRACTING AGENCY's use of the services or Work products obtained from the CONTRACTOR will not result in significant exposure to any third party claims for loss or damage; and 2), the CONTRACTOR services will not apply to any construction, alteration, demolition, repair or direct use of any highway, airport, harbor, building or other structure.
- D3.5 ☐ **Professional Liability (E&O) Insurance** is not required because this Agreement is for one of the following applicable (*checked*) services for which E&O coverage is not needed:
- ☐ Right-of-Way Fee Appraisals
 - ☐ Photogrammetric Mapping Services
 - ☐ Architectural/Engineering review of Construction Bid Documents wherein design responsibility clearly remains with the designer of record.

OTHER BASIS FOR MODIFICATIONS

(Requires written concurrence from Division of Risk Management)

- D3.6 ☐ Attached Exhibit D-1 identifies and provides justification for insurance modifications.

Above *checked* modifications of the insurance requirements specified in Article D2 are hereby approved:

CONTRACTING OFFICER

Signature: _____ Date: _____
 Name: _____
 Title: _____

PROPOSED STATEMENT OF SERVICES Appendix B

INSPECTION, SAMPLING, TESTING, AND ENGINEERING TERM AGREEMENT 2023

ARTICLE 1 – GENERAL

- 1.1. The Contractor shall be a qualified representative of the Contracting Agency authorized to perform Quality Acceptance Fabrication inspection and testing services of materials pursuant to the terms and conditions of this Agreement at the source of fabrication/manufacturing. These services will be required primarily within the continental United States, however services in Canada and Alaska may be required. Primarily products destined for Alaska are fabricated in Washington; secondarily in Oregon, and occasionally Utah, California, Montana, Arizona, Texas, Nevada, Minnesota, Nebraska, Ohio and other western states, as well as Quebec and British Columbia, Canada.
- 1.2. The Contractor shall provide Professional Engineering services that can include but shall not be limited to: asphalt mix designs; materials test results analysis; inspection, sampling, and/or testing; submittal reviews; troubleshooting; engineering investigations and forensics; materials quality and engineering recommendations/analysis; material-related specification writing; or other technical work regarding construction inspection and materials.
- 1.3. The Contractor shall provide Accredited Laboratory and Field construction materials sampling and testing services. The sampling and/or testing services can include but shall not be limited to: soils, aggregate, asphalt, and concrete, and services within the State of Alaska. Services are normally provided at the locale where the materials are being produced, manufactured and/or placed, generally at the project site.
- 1.4. The Contractor shall provide construction inspection, monitoring, investigation, and forensic engineering related services. These types of services can include but shall not be limited to: work with respect to transportation construction projects; existing sites and facilities; construction product plant manufacturing; and the shipping, transport and delivery, and stockpiling of various construction materials within the State of Alaska. Services are generally provided at the project site, or locale, where the materials are being produced, manufactured, shipped, stockpiled, and/or placed.
- 1.5. When requested, the Contractor shall provide the Contracting Agency with training, manual and specification writing in the area of welding and coating inspection. Minor training may include instruction on welding inspection or coating inspection with emphasis on Quality Control Procedures and Quality Acceptance/Assurance Procedures.

ARTICLE 2 – QUALIFICATIONS

- 2.1 Professional Engineering services are considered the “practice of engineering” per *Alaska State Statute 08.48*. This work shall be performed by or under the responsible charge of a Professional Engineer (P.E.) currently registered in the State of Alaska who also possesses specialized knowledge, skills, and experience in area of construction materials engineering, inspection, and laboratory and field-testing services.
- 2.2 The Contractor shall provide a Welding Engineer with an advanced degree in Non-Destructive Evaluations (NDE), Fracture Mechanics, Metallurgy, or Bridge Welding Design who is licensed as a Professional Engineer.

2.3 The Contractor shall provide inspectors that have the following qualifications:

2.3.1 Inspectors must have five (5) years of progressively responsible experience and be certified in the discipline for which they will be performing inspection.

2.4 Materials sampling and testing shall comply with 23 CFR 637 requirements. Laboratory and field materials personnel shall at a minimum be *Western Alliance for Quality Transportation Construction (WAQTC)* certified specifically qualified in the modules they will be sampling and testing. Certified Sampling and Testing technicians shall have at a minimum two (2) years (equivalent to two (2) full construction seasons) of verifiable experience sampling and testing in the modules for which they are being considered. The Contracting Agency will review the technician's qualifications for approval prior to the start of any work.

2.5 Pre-Cast Concrete sampling and testing shall be performed by WAQTC American Concrete Institute (ATI) qualified technicians. Construction of pre-stressed concrete structural members shall be inspected by those certified as at least Level II in Quality Control and Assurance with the Precast/Pre-stressed Concrete Institute (PCI).

2.6 Welding inspection and testing shall be performed by American Welding Society (AWS) SWI QC Level I qualified inspectors, pursuant to project specification that may contain but are not limited to the following current codes:

AWS D1.1 Structural Welding Code – Steel

AWS D1.2 Structural Welding Code – Aluminum

AWS D1.3 Structural Welding Code – Sheet Steel

AWS D1.4 Structural Welding Code – Reinforcing Steel

AWS D1.5 Bridge Welding Code

AWS D1.6 Structural Welding Code – Stainless Steel

2.6.1 Contractor shall have a certified American Society of Nondestructive Testing (ASNT) NDE Level II certified individual to oversee inspections.

2.7 Coating inspection and testing shall be performed by National Association of Corrosion Engineers (NACE) Certified Coating inspectors that have successfully passed the NACE 1-day bridge specialty, CIP Level 1 course pursuant to but not limited to the following specifications:

Structural Steel Painting Council (SSPC)

American Wood Preservation Association (AWPA)

2.7.1 The Contractor shall have a NACE Level III with bridge certification certified individual to oversee inspections.

2.8 The Contractor is required to submit verifiable evidence of the technician's training and experience to the Contracting Agency for review. The Contracting Agency will review the Contractor's technicians "verifiable experience" for approval prior to the start of any work. If it is in the Contracting Agency's best interest, certified field and laboratory technicians with less than the minimum required two (2) years sampling and testing experience (see 2.2) will be considered for approval provided the technician is either:

(a) Supervised by a Professional Engineer acting in responsible charge (see 2.1), or

(b) Directly supervised by an approved Senior Technician who is acting in accordance with the Contractor's formal Mentoring Program's requirements.

2.9 The Contractor shall comply with all U.S. Nuclear Regulatory Commission (NRC) requirements including, but not limited to, *NUREG-1556, Volume 2, Revision 1, Consolidated Guidance About Materials Licenses: Program-Specific Guidance About Portable Gauge Licenses, Final Report*.

ARTICLE 3 – SPECIFICATIONS

- 3.1 Engineering, Inspection, Sampling, and Testing services shall be in accordance with all the Contracting Agency's governing construction contracts, codes, and standards requirements. Examples: *WAQTC, ACI, PCI, AWS, SSPC, AWWA, NACE standards, Project Standard Specifications & Special Provisions, Alaska Construction Manual, Alaska Test Method Manual (ATMM), AASHTO's Standard Specifications for Transportation Materials and Methods of Sampling and Testing*, and/or applicable *American Society of Testing and Materials (ASTM) Standards*. Specific areas of work may include, but shall not be limited to:
- 3.1.1 The inspection and testing frequencies shall be per the Contracting Agency's *Alaska Construction Manual*, individual project's technical specifications, or minimally acceptable industry standard when requirements are not stated.
- 3.1.2 Inspection, monitoring, testing, reporting, and record keeping needed to perform the specified work forms shall be submitted on the Contracting Agency's prescribed forms. All entries shall be legible and in ink or typed.

ARTICLE 4 – CONTRACTING PROCEDURES

- 4.1 The Contractor shall not perform any services or incur billable expenses under this Agreement without receipt of an approved *Notice to Proceed (NTP)* or *Job Order (JO)* from the Contracting Agency. There will be three (3) types of *NTPs* as follows:
- 4.1.1 A Project Specific "*Notice to Proceed*" is a document authorized by the Contracting Agency's Contracting Officer for services exceeding \$60,000. The Contract Manager will negotiate this type of *NTP*.
- 4.1.2 A Regional "*Notice to Proceed*" is a document authorized by the Agency's Contracting Officer's delegation to each DOT&PF Regional Construction Engineer authority to solicit, negotiate, and initiate Job Orders for specific project work not to exceed the total dollar amount authorized under the Regional *NTP*.
- 4.1.2.1 A "*Job Order*" is a document authorized by the Regional Construction Engineer for Construction related services not exceeding \$60,000 per Job Order.
- 4.1.3 A Statewide "*Notice to Proceed*" is a document authorized by the Contracting Agency's Contracting Officer delegating to the Contract Manager the authority to solicit, negotiate, and initiate Statewide *Job Orders* (see 4.1.3.1). The Statewide *NTP* is for *JOs* specific to Regional Preconstruction/Design; Marine Highways Division; Design and Engineering Services (D&ES); Bridge and Materials Sections; Public Facilities; and Maintenance and Operations services. The accumulative total for all Statewide *JOs* initiated by the Contract Manager shall not, at any time, exceed the total dollar amount authorized under the Statewide *NTP*.
- 4.1.3 A Statewide "*Job Order*" is a document authorized by the Contracting Officer for Regional Preconstruction/Design, Marine Highways Division, D&ES Bridge & Materials Sections, Public Facilities, and Maintenance & Operations services not exceeding \$60,000.
- 4.2 The Regional Construction Manager (or Contracting Agency's Contract Manager) will submit a "*Request for Services*" to the Contractor. The "*Request for Services*" will include, but will not be limited to, the scope of work; fabricators (and subcontractors if applicable), specifications and contract documents as required. These may include Approved Shop drawings, Special Provision, Plans, Standard Modifications, Standard Specifications and Standard Drawings; the names of the Regional Project Manager and Engineer if applicable; any special reporting requirements including all applicable construction and or site-related contract specifications; technical documentation, or other technical-procedural information relevant to successful completion of the services being performed.
- 4.3 In response, generally within 72 hours, the Contractor shall submit a written proposal to either the Regional Construction Manager or Contract Manager for review. This proposal shall incorporate fabrication schedule(s) to assure that materials are tested and inspected in a timely manner prior to shipment to

Alaska. Whether expressed or implied, in all case the Contractor shall review and comment on the fabricators Quality Control (QC) procedures, personnel, and recordation.

- 4.4 After the detailed proposal has been reviewed by the Contracting Agency, either the Regional Construction Manager or Contract Manager will conduct negotiations with the Contractor. Negotiations that do not exceed \$60,000 in total will have services initiated by a JO that authorizes the Contractor to perform the project specific services for the negotiated amount. For services that exceed the \$60,000 threshold, the Contracting Agency's Contracting Officer will issue an NTP to the Contractor for the negotiated amount authorizing the Contractor to perform the project related services.
- 4.5 Occasionally, when time is of the essence, this procedure may be conducted verbally, followed by a written JO or NTP. Generally, this JO or NTP will occur within 72 working hours subsequent to Verbal "NTP" or "JO."

ARTICLE 5 – JURISDICTIONAL AUTHORITY

- 5.1 The Contracting Agency's Contracting Officer is the only one authorized to issue a verbal notice to proceed.
- 5.2 The Contracting Officer is the sole authority in responsible charge to initiate, negotiate and authorize an NTP, and the terms and conditions of this Term Agreement.
- 5.3 The Regional Construction Engineer (or Contracting Agency's Contract Manager) has the sole authority in responsible charge to initiate, negotiate, and authorize the terms and conditions of each JO. The Contracting Officer has the sole authority to authorize NTPs.

ARTICLE 6 – TESTING AND INSPECTION , MONITORING, AND INVESTIGATION GENERALIZED PROCEDURES

- 6.1 The Contractor shall perform testing, inspection, and engineering services in accordance with the NTP or JO.
- 6.2 When authorized, the Contractor shall represent the Department and contact the construction contractor/fabricator to conduct a pre-fabrication conference.
- 6.3 The Contractor shall inspect and test where applicable, evaluate and determine whether or not fabrication conforms to specifications and contract documents. The Contractor is not authorized to revise, alter, or change any specification stated in the standard specifications and contract documents. The Contractor shall recommend acceptance or identify noncompliance of materials to the Regional Project Manager/Engineer.
- 6.4 The Contractor shall immediately notify the fabricator when a non-compliance condition is identified and attempt to resolve the non-compliance condition pursuant to specifications and contract documents. Should the fabricator fail to respond, enact, or comply with cited specifications and contract documents, the Contractor shall immediately notify the Regional Project Manager/Engineer or their designee and be prepared to recommend corrective actions in a timely manner to avoid delays in work. The Regional Construction Project Manager or their designee shall have sole authority to implement a corrective action.
- 6.5 An Engineer of Record's approval of Shop Drawings is required prior to a fabricator ordering materials or beginning fabrication. Should fabrication begin prior to receiving approved Shop Drawings, the Contractor shall notify the fabricator that they are proceeding at their own risk and that performance of fabrication without inspection are considered noncompliant, and immediately notify the Regional Construction Project Manager/Engineer or Contract Manager.
- 6.6 If a Subcontractor, Manufacture, Fabricator, or Supplier ships any item prior to completion of the necessary inspections, and/or sampling and testing, the Contractor shall immediately notify the Contracting Agency's

Regional Project Manager/Engineer or Contract Manager or Officer and include relevant information in their report.

- 6.7 Non-compliance with specifications and contract documents cited in Article 6 shall be submitted by written report entitled "Draft Non-compliance Inspection Report" to the Regional Construction Project Manager/Engineer within 24 hours of the identified incident.
- 6.8 The Contractor shall comply with all U.S. Nuclear Regulatory Commission (NRC) requirement, including but not limited to, *NUREG-1556, Volume 1, Revision 2, Consolidated Guidance About Materials Licenses: Program-Specific Guidance About Portable Gauge Licenses, Final Report*.

ARTICLE 7 – ADMINISTRATION REQUIREMENT

- 7.1 Execution of this agreement does not guarantee any project assignments.
- 7.2 The Contractor shall perform all inspections, monitoring, investigational, and forensic engineering, sampling, and testing related services in accordance with their authorized *NTP* or *Job Order*.
- 7.3 The Contractor may request prior authorization to perform services previously not authorized pursuant to the applicable *NTP* or *JO*, including but not limited to additional services incurring overtime or incurring additional expenses by submitting a written request to the Contracting Agency's Contract Manager and submittal of a total invoice amount in situations where 75% of the contractually authorized amount has been reached (refer to article 7.4). the Contractor is not contractually authorized to conduct requested services prior to receiving written or verbal authorization from the Regional Construction Manager or their designee (or Contracting Agency's Contract Manager).
- 7.4 *NTPs* or *Job Orders* approaching the 75% total contractually authorized amount may be superseded by a sequentially numbered '*NTP*' or '*JO*' incorporating and continuing the existing scope of services begun on a superseded *NTP* or *JO*.

ARTICLE 8 – CONTRACT MANAGEMENT

- 8.1 The Department's sole representative under the terms and conditions of this Agreement is the Contracting Officer.
- 8.2 The Contracting Officer delegates authority and unauthorized *JO* funding to Regional Construction Managers to authorize the Contractor to perform testing and inspection services under the terms and conditions of this Agreement.
- 8.3 The Contractor shall assign a single point-of-contact for Contract Management, invoice and accounting, and an alternate single point-of-contact when conditions warrant.
- 8.4 The Contractor shall notify the Contracting Officer immediately of any potential "Conflict of Interest" concerning performance of Quality Control testing and inspection services in conjunction with Quality Acceptance testing and inspection services for the same fabricator. Under the terms and conditions of this Agreement, the Contractor is not authorized to represent the Contracting Agency if in fact the Contractor is currently performing Quality Control testing and inspection services for the fabricator.
- 8.5 The Contractor shall request and receive prior written approval from the Contracting Officer for each qualified inspector assigned testing and inspection services under the terms and conditions of this Agreement Should testing and inspection services be performed by non-approved inspectors, stated services shall be unacceptable and no applicable invoice shall be paid. The Contracting Officer reserves the right to withdraw approval of any inspector by submitting a written notification to the Contractor.

- 8.6 The Contractor shall submit a draft Inspection Report to the applicable Regional Construction Engineer or their designee within 24 hours of completion of an inspection. Inspection Reports shall consist of an original and two (2) copies in the approved format (**Exhibit B-1**) to the Regional Construction Manager or their designee within ten (10) working days following completion of each inspection. Inspection Reports shall consist of supporting documentation, including but not limited to materials certifications, photos and testing reports.
- 8.7 The Contractor shall submit one (1) original and two (2) copies of a Final Report within ten (10) working days subsequent to completion of testing and inspection services called out in the Job Order or Notice to Proceed. The Final Report shall summarize testing and inspection services; state whether or not the fabrication was performed pursuant to specifications and contract documents; and attach all tests, inspections reports, and materials certifications in an appendix to the Final Report.

ARTICLE 9 – DELIVERABLES

- 9.1 The Contractor when submitting Sampling and Testing Reports, or other formal documentation of the work provided shall provide a report for each item of work to the Regional Project Manager/Engineer within the negotiated time. The Contractor shall fill out all forms completely, pay careful attention to detail, and provide an independent check of the final results.
- 9.2 The *Final Project Materials Summary Report* shall contain, a summary of all inspections, sampling and testing performed, that highlight (i.e., easily visible) all nonconformance or out of compliance materials and/or test results, including any recommendations on corrective actions.

ARTICLE 10 – TERMINATION

- 10.1 Termination of this Agreement shall be governed by the General Conditions, Appendix A, Article A 11, and all outstanding contractually authorized Inspection Reports including documents cited in each Job Order or Notice to Proceed shall be forwarded to the Contracting Officer within 14 working days following written notification concerning Termination of this Agreement.

EXHIBIT B-1
FORMAT FOR INSPECTION REPORTS

Testing, Inspection and Final Reports shall be submitted to the Construction Project Manager/Engineer named on the Request for Proposal (RFP) or Job Order at the appropriate address below:

Alaska Department of Transportation & Public Facilities
Central Region Construction
Attn: (Construction Project Manager/Engineer for project)
4111 Aviation Avenue
Anchorage, Ak 99502

Alaska Department of Transportation & Public Facilities
Northern Region Construction
Attn: (Construction Project Manager/Engineer for project)
2301 Peger Road
Fairbanks, AK 99709-5316

Alaska Department of Transportation & Public Facilities
Southeast Region Construction
Attn: (Construction Project Manager/Engineer for project)
6860 Glacier Highway
Juneau, AK 99801

CONTRACTOR COVER LETTER

The Contractor cover letter shall precede Inspection Reports and invoices and include the following contractual identification statements:

- Cover letter date.
- Contractor name, physical address, and telephone numbers.
- Term Agreement number.
- Job Order and Notice to Proceed Number.
- Project name and number.

INSPECTION REPORT DOCUMENTATION

- Inspection Report number. Identify the Final Report.
- Inspection Report date and time.
- Name and qualifications of the Inspector(s).
- The physical location of the inspection.
- Name(s) and physical address(es) of fabricators and sub-contractor(s) (if applicable).
- Testing and Inspection reporting of items identified in the Statement of Services.
- Submit copies, including but not limited to material certifications, test reports, and inspector Reports stamped "Reviewed by the Contractor," and signed and dated by the Contractor. State whether or not the tested and inspected item(s) is in compliance with specifications and contract documents, codes, or both.

INSPECTION REPORT

The report must be very explicit, stating the following:

1. Identify each item tested and inspected pursuant to the Statement of Services.
2. State whether or not the item is in compliance with specifications and the contract documents.
3. Should the Inspector identify non-compliant item(s) pursuant to specifications and contract documents: identify the fabricator justification; state the inspector justification citing specifications and contract documents and identify corrective actions that may render the item in compliance with specifications and contract documents. Non-compliance Inspection Reports identified in Section 6. 7 shall be included in this report.
4. In all cases denote the level of non-compliance: Whether any or all parts of the item are fabricated and/or incorporated into fabrication are ambiguous, implausible, or in non-compliance with specifications and contract documents, defined in the following:
 - *Ambiguous* is defined as a variance between the Fabrication Inspection Report and specifications and contract documents that warrant review by the Designer of Record or State Bridge Engineer.
 - *Implausible* is defined as a variance between the fabrication Inspection Report and specifications and contract documents that warrant review by the Project Engineer.
 - *Non-compliant* is defined as Fabrication Inspection Reports citing noncompliance with specifications and contract documents.
5. State fabricators' compliance with corrective actions listing the item, and the condition corrected.
6. In a final summary statement, state directly that the item(s) tested and inspected are acceptable pursuant to applicable specifications and contract documents and identify non-compliance items. The statement "to the best of our knowledge" is not acceptable.
7. In the final entry of the Inspection Report, the Contractor shall affix his signature and Professional Engineer seal, and if appropriate, the inspectors CWI stamp/seal.

INVOICES

1. Cover letter date.
2. Contractor name, physical address, telephone number.
3. Term Agreement number.
4. Job Order or Notice to Proceed number.
5. Project name and number.
6. Principal Engineer invoice.
7. Contractor and subcontractor (if applicable) Inspector invoice(s) identifying the Inspector(s), and stating the number of hours worked each day to the nearest ½ hour. Contractor and subcontractor (if applicable) mileage required to the nearest whole mile.
8. Contractor and subcontractor (if applicable) per diem.
9. Contractor and subcontractor (if applicable) expenses, including actual receipts for lodging, rental vehicle, fuel, airport parking, shuttle or taxi and miscellaneous expenses.
10. Other expenses pursuant to the terms and conditions of this Agreement.